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15 FORD, INC.

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20 SAED SAMANDARYMATOF and  
21 SANDRA STOREY o/b/o POINT TO  
POINT LIMO, LLC.,

22 Plaintiffs,

23 v.

24 FORD MOTOR COMPANY and  
25 SOUTH BAY FORD, INC.

26 Defendants.

27 Case No. 2:18-CV-09138-FMO-RAO  
JOINT RULE 26(f) REPORT

28 Pursuant to Rule 26(f) of the *Federal Rules of Civil Procedure* and Local

1 Rule 26.1, the parties submit this joint report, following their conference held on  
 2 January 2, 2018:

3 **A. *Statement of the Case***

4 Plaintiffs Saed Samandarymatof and Sandra Storey (“Plaintiff”) bring this  
 5 motor vehicle lemon law action against Defendants Ford Motor Company (“FMC”)  
 6 and South Bay Ford, Inc. (“South Bay”) or collectively (“Defendants”) pursuant to  
 7 28 U.S.C. § 1331 because the action alleges claims pursuant to 15 U.S.C. § 2310,  
 8 the Magnuson Moss Warranty Act. Plaintiffs also allege violations of the the  
 9 Song-Beverly Consumer Warranty Act (Cal. Code. Civ. Proc. §§1790 et seq.) (the  
 10 “Act”). In the Complaint, Plaintiffs allege that Defendant breached the implied and  
 11 express warranties that accompanied Plaintiffs’ purchase of a 2016 Lincoln  
 12 Navigator, vehicle identification number 5LMJJ3HTXGEL08199 (the “Subject  
 13 Vehicle”) on or around February 6, 2018.

14 Plaintiffs allege (1) that the Subject Vehicle suffers from defects which  
 15 substantially impair the vehicle’s use, value, and/or safety (2) Defendant breached the  
 16 express written warranty provided to Plaintiff; (3) Defendant failed to conform the  
 17 applicable warranties within 30 days, (4) Defendant failed to make available to its  
 18 authorized service and repair facilities sufficient service literature and replacement  
 19 parts to effect repairs during the express warranty period; (5) Defendant willfully  
 20 failed to comply with its obligations under the express warranty and the Song-Beverly  
 21 Consumer Warranty Act by failing to repurchase the Subject Vehicle and is liable for  
 22 civil penalty damages of up to two times Plaintiff’s actual damages; (6) Defendant  
 23 breached the implied warranty of merchantability.

24 Defendant Ford Motor Company contends there are no defects and, to  
 25 whatever extent a defect did exist, Ford has successfully repaired the Subject  
 26 Vehicle and conformed it to warranty.

27 The parties have reached a settlement in-principle. On January 3, 2019 the  
 28 parties filed a stipulation to continue the Scheduling Conference to allow the  
 1. Case No. 2:18-CV-09138-FMO-RAO

1 parties sufficient time to finalize the settlement in action. The parties' stipulation  
 2 was denied on January 4, 2019.

3 ***B. Subject Matter Jurisdiction***

4 Plaintiffs filed this action on September 21, 2018, in Los Angeles County  
 5 Superior Court. Defendant removed this action to the Central District on October  
 6 24, 2018. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331  
 7 because the action alleges claims pursuant to 15 U.S.C. § 2310, the Magnuson  
 8 Moss Warranty Act.

9 ***C. Legal Issues***

10 Plaintiffs allege (1) that the Subject Vehicle suffers from defects which  
 11 substantially impair the vehicle's use, value, and/or safety (2) Defendant breached the  
 12 express written warranty provided to Plaintiff; (3) Defendant failed to conform the  
 13 applicable warranties within 30 days, (4) Defendant failed to make available to its  
 14 authorized service and repair facilities sufficient service literature and replacement  
 15 parts to effect repairs during the express warranty period; (5) Defendant willfully  
 16 failed to comply with its obligations under the express warranty and the Song-Beverly  
 17 Consumer Warranty Act by failing to repurchase the Subject Vehicle and is liable for  
 18 civil penalty damages of up to two times Plaintiff's actual damages; (6) Defendant  
 19 breached the implied warranty of merchantability.

20 Defendant Ford Motor Company contends there are no defects, and to  
 21 whatever extent a defect did exist, Ford has successfully repaired the Subject Vehicle  
 22 and conformed it to warranty.

23 Further legal issues may be expected to arise as investigation and discovery  
 24 continue. However, the Parties do not believe that there are any unusual legal  
 25 issues that will be presented by this case. Furthermore, the Parties do not anticipate  
 26 any requests for severance, bifurcation or other ordering of proof.

27 ***E. Damages***

28 Plaintiffs seek restitution, actual damages, various incidental and  
 2. Case No. 2:18-CV-09138-FMO-RAO

1 consequential damages, civil penalties (of up to two times the actual damages), pre-  
2 judgment interest, attorney's fees, expenses and costs. The parties have reached a  
3 settlement in principle.

4 **F. Insurance**

5 The Parties are not aware of any insurance coverage applicable to this matter.

6 **G. Motions**

7 The Parties do not anticipate adding any parties or claims or any venue  
8 changes.

9 **H. Manual for Complex Litigation**

10 Not applicable to this case.

11 **I. Status of Discovery**

12 The parties have not yet commenced discovery.

13 **J. Discovery Plan**

14 The parties have not discussed a discovery plan because there is a settlement  
15 in principle. However, if needed, Plaintiffs' anticipated discovery, at a minimum,  
16 will include the deposition of Defendant's 30(b)(6) witnesses, its authorized repair  
17 facility and its servicing technicians, and any other individuals with relevant  
18 information regarding the Subject Vehicle. Plaintiff will also propound requests for  
19 admissions, written interrogatories, and document demands.

20 **K. Discovery Cut-off**

21 The parties have not discussed discovery cutoffs at this point because there is  
22 a settlement in-principle.

23 **L. Expert Discovery**

24 The alleged defects regarding the Vehicle implicate expert evidence. The  
25 parties will comply with the *Federal Rules of Civil Procedure* for the completion of  
26 expert discovery if need be. The parties have reached a settlement in principle.

27 **M. Dispositive Motions**

28 At this time, the parties do not know whether they will ask the Court to  
3. Case No. 2:18-CV-09138-FMO-RAO

1 resolve any claims through any dispositive motions.

2 **N. Settlement**

3 The parties have reached a settlement in principle. As part of the settlement  
4 agreement, Plaintiffs will need to surrender the vehicle and Defendant will need to  
5 pay the remaining balance of the settlement amount.

6 **O. Trial Estimate**

7 If needed, Plaintiffs estimate a 5-7-day jury trial.

8 **P. Trial Counsel**

9 **1. Plaintiffs' Trial Counsel**

10 Tionna Dolin

11 Hayk Proshyan

12 Strategic Legal Practices, APC

13 **2. Defendant's Trial Counsel**

14 Sephen H. Dye

15 Charles F. Harlow

16 SCHNADER HARRISON SEGAL & LEWIS LLP

17 **Q. Independent Expert or Master**

18 The parties do not believe the Court should consider appointing a Master  
19 pursuant to Rule 53 or an independent scientific expert. The parties have reached a  
20 settlement in principle.

21 **R. Timetable**

22 The parties have not discussed a timetable yet. The parties have reached a  
23 settlement in principle.

24 **S. Other Issues**

25 The parties do not anticipate adding any additional parties at this time. The  
26 Parties reserves the right to add parties, if necessary. The parties have reached a  
27 settlement in principle.

1 Dated: January 8, 2019

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**SCHNADER HARRISON SEGAL &  
LEWIS LLP**

By: /s/  
Stephen H. Dye  
Charles F. Harlow

Attorneys for Defendants

Dated: January 8, 2019

**STRATEGIC LEGAL PRACTICES,  
APC**

By: /s/  
Tionna Dolin  
Hayk Proshyan

Attorneys for Plaintiffs

**ATTESTATION OF ELECTRONIC SIGNATURES**

I, Hayk Proshyan, attest that all signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing of this Stipulation.